

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
July 20, 2004 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Anthony Orange, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc = Disciplinary Case
Lic = Licensing Application
RF = Recovery Fund Claim
Trades = Tradesmen Application

C = Complainant/Claimant
A = Applicant
R = Respondent/Regulant
W = Witness
Atty = Attorney

Participants

- | | |
|---|---|
| 1. Michael Arreguin and
Dominion Construction Inc.
File Number 2003-01943 (RF) | Arreguin – C
Laura Bodan – W |
| 2. William McKinley and
Donald & Woody Belcher
Belcher & Son Home Improvement
File Number 2004-00827 (RF) | W. McKinley – C
Jayne McKinley – C |
| 3. Robert Haymaker
File Number 2004-00466 (Disc) | None |
| 4. Marjorie Mathis and
Always Contracting Co Inc.
t/a ACC Inc Design and Build
File Number 2003-02007 (RF) | Mathis – C |
| 5. Kenney Builders Inc.
File Number 2003-02736 (Disc)
(no decision made) | Eric Kenney – R
Jim Olson – C
Mark Friedlander – C Atty |

6. Americana Contractors LLC
File Number 2004-02090 (Disc)

Susanne Hamilton – C
Ziad Sibay – W

7. Americana Contractors LLC
File Number 2004-03234 (Disc)


Karen White – C

8. Americana Contractors LLC
File Number 2004-02524 (Disc)

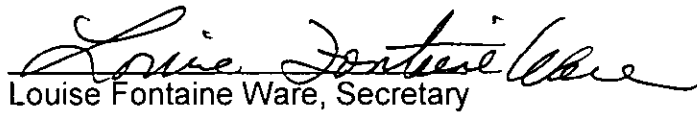
Georgana Sutphin – C
Richard Sutphin – W

The meeting adjourned at 3:00 p.m.

BOARD FOR CONTRACTORS



Mark D. Kinser, Chairman



Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Michael Arreguin (Claimant) and Dominion Construction Inc. (Regulant)

File Number: 2003-01943
License Number: 2705060258

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 18, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Michael Arreguin ("Claimant"), through his attorney Richard M. Sissman, Esq., and Dominion Construction, Inc. ("Regulant"). The Notice included the Claim Review, which contained the facts regarding the recovery fund claim. The certified mail to Michael Arreguin was signed and received. The certified mail to Dominion Construction, Inc. was returned by the United States Postal Service and was marked "Not Deliverable as Addressed, Unable to Forward"

On July 15, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Michael Arreguin, Claimant; Laura Bodan, Witness; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Neither Dominion Construction, Inc. nor anyone on its behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the recovery fund claim:

During the IFF, Arreguin stated that in response to Question #6 on the Claim Form, he was not a vendor of the regulant. Arreguin also stated that debtor interrogatories were conducted with respect to the regulant, contrary to information provided in the Claim Review.

Therefore, I recommend that the recovery fund claim be approved for payment in the amount of \$10,000.00.

By: _____

Anthony Orange
Presiding Board Member

Board for Contractors

Date: _____

CLAIM REVIEW

TO: Board for Contractors

FROM: Victoria S. Traylor
Legal Assistant

DATE: June 9, 2004

RE: In the matter of the Virginia Contractor Transaction Recovery Act Claim of Michael Arreguin (Claimant) and Dominion Construction, Inc. (Regulant)
File Number: 2003-01943

BACKGROUND

On December 9, 2002, in the General District Court for Arlington County, Michael Arreguin obtained a Consent Judgment Order against Dominion Construction, Inc., in the amount of \$10,000.00.

The claim in the amount of \$10,000.00 was received by the Department of Professional and Occupational Regulation on January 22, 2003.

CLAIM FILE INFORMATION

Section 54.1-1120(A) requires the claimant to obtain a final judgment in a court of competent jurisdiction in the Commonwealth of Virginia against any individual or entity which involves improper or dishonest conduct.

The Consent Judgment Order states "that Defendant engaged in improper conduct by failing to pour and/or construct the footings according to Arlington County Code, and also failed to perform certain work pursuant to the terms of the Contract between the parties ..." as the basis of the award.

Section 54.1-1120(A) also requires the transaction occurring during a period when such individual or entity was a regulant and in connection with a transaction involving contracting.

The claimant did contract with the regulant.

The Board issued Class B License Number 2705059222 to Dominion Construction, Inc. on November 16, 2000. The license was terminated on January 9, 2001.

The Board issued Class A License Number 2705060258 to Dominion Construction, Inc. on January 9, 2001. The license expired on January 31, 2003.

The claimant entered into a written contract with Dominion Construction, Inc. on May 12, 2001, for the construction of "a 30' x 40' garage at the rear of the lot."

Section 54.1-1120(A)(1) provides whenever action is instituted against a regulant by any person, such person shall serve a copy of the process upon the Board.

The Contractors Board was not served prior to the claim being filed.

Section 54.1-1120(A)(2) states a copy of any pleading or document filed subsequent to the initial service process in the action against a regulant shall be provided to the Board.

The Board did not receive pleadings and/or documents prior to the claim being filed.

Section 54.1-1120(A)(3) requires a verified claim to be filed no later than twelve months after the judgment becomes final.

A Judgment was entered on December 9, 2002. The claim was received on January 21, 2003.

Section 54.1-1120(A)(4) states the claimant shall be an individual whose contract with the regulant involved contracting for the claimant's residence.

The claimants entered into a written contract with Dominion Construction, Inc. for the construction of a 30' x 40' garage at the rear of the claimants' homestead.

Section 54.1-1120(A)(5) prohibits recovery when the claimant is an employee of such judgment debtor, vendor of such judgment debtor, another licensee, the spouse or child of such judgment debtor nor the employee of such spouse or child, or any financial or lending institution nor anyone whose business involves the construction or development of real property.

On Question Number 6 of the Claim Form, the claimant was asked: Are you a vendor of the regulant (contractor)? Are you an employee, spouse or child of the regulant (contractor) or an employee of such spouse or child? Do you hold, or have you ever held, a Virginia Class A or Class B State Contractor's license or registration? Do you operate as a financial or lending institution? Does your business involve the construction or development of real property? Claimant answered "No."

The claimant did not answer the questions "Are you a vendor of the regulant (contractor)?"

Section 54.1-1120(A)(6) states no directive from the fund shall be entered until the claimant has filed with the Directors Office a verified claim containing the following statements: (a) that the claimant has conducted debtor's interrogatories to determine whether the judgment debtor has any assets which may be sold or applied in satisfaction of the judgment; (b) a description of the assets disclosed by such interrogatories; (c) that all legally available actions have been taken for the sale, or application of the disclosed assets and the amount realized therefrom; and (d) the balance due the claimant after the sale or application of such assets.

Debtor's interrogatories were not conducted. The State Corporation Commission revealed that Dominion Construction, Inc. was automatically terminated on June 30, 2003.

Section 54.1-1120(A)(7) states a claimant shall not be denied recovery from the Fund due to the fact the order for the judgment filed with the verified claim does not contain a specific finding of "improper and dishonest conduct." Any language in the order that supports the conclusion that the court found that the conduct of the regulant involved improper or dishonest conduct may be used by the Board to determine eligibility for recovery from the Fund.

The Judgment Order recites "that Defendant engaged in improper conduct by failing to pour and/or construct the footing according to the Arlington County Code, ..." as the basis of the award.

SECTION 54.1-1120(B) requires if the regulant has filed bankruptcy, the claimant shall file a claim with the proper bankruptcy court. If no distribution is made, the claimant may then file a claim with the Board.

On Question Number 5 of the Claim Form, the claimant was asked if, to their knowledge, the regulant had filed for bankruptcy? Claimant answered "No".

SECTION 54.1-1123(C) excludes from the amount of any unpaid judgment any sums representing interest, or punitive or exemplary damages.

The Claim Form does not include interest or damages.

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: William and Jayne McKinley (Claimants) and Donald & Woody Belcher, t/a Belcher & Son Home Improvement (Regulant)

File Number: 2004-00827
License Number: 2705007314

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 21, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to William McKinley ("Claimant") through his attorney George Eliades, Esq. and Donald & Woody Belcher, t/a Belcher & Son Home Improvement ("Regulant"). The Notice included the Claim Review, which contained the facts regarding the recovery fund claim. The certified mail to William McKinley was signed and received for by George Eliades. The certified mail to Donald & Woody Belcher was returned by the United States Postal Service and marked as "Refused."

On July 20, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: William and Jayne McKinley, Claimants; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Neither Donald & Woody Belcher nor anyone on their behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the recovery fund claim:

I recommend that the recovery fund claim be approved for payment in the amount of \$9207.25.

By: _____

Anthony Orange
Presiding Board Member

Name of Board

Date: _____

CLAIM REVIEW

TO: Board for Contractors

FROM: Victoria S. Traylor
Legal Assistant

DATE: May 14, 2004

RE: In the matter of the Virginia Contractor Transaction Recovery Act Claim of William McKinley & Jayne McKinley (Claimants) and Donald & Woody Belcher t/a Belcher & Son Home Improvement (Regulant)
File Number: 2004-00827

BACKGROUND

On January 28, 2003, in City of Colonial Heights General District Court, William R. and Jayne McKinley obtained a Judgment against Woody Belcher, t/a Belcher & Son Home Improvement, in the amount of \$8,000.00, plus interest and \$303.25 costs.

The claim in the amount of \$9,207.25 was received by the Department of Professional and Occupational Regulation on Month July 21, 2003.

CLAIM FILE INFORMATION

Section 54.1-1120(A) requires the claimant to obtain a final judgment in a court of competent jurisdiction in the Commonwealth of Virginia against any individual or entity which involves improper or dishonest conduct.

The Judgment recites "Improper and Dishonest Conduct" as the basis for the award.

Section 54.1-1120(A) also requires the transaction occurring during a period when such individual or entity was a regulant and in connection with a transaction involving contracting.

The claimants did contract with the regulant.

The Board issued Class B License Number 270507314 to Donald & Woody Belcher t/a Belcher & Son Home Improvement, on February 6, 1992. The license was permanently revoked on March 7, 2002. The claimants entered into a written contract with Belcher & Son Home Improvement on January 18, 2002 for the construction of a Florida Room at the claimants' residence.

Section 54.1-1120(A)(1) provides whenever action is instituted against a regulant by any person, such person shall serve a copy of the process upon the Board.

The Contractors Board was not served prior to the claim being filed.

Section 54.1-1120(A)(2) states a copy of any pleading or document filed subsequent to the initial service process in the action against a regulant shall be provided to the Board.

The Board did not receive any pleadings or documents prior to the claim being filed.

Section 54.1-1120(A)(3) requires a verified claim to be filed no later than twelve months after the judgment becomes final.

A Judgment was entered on January 28, 2003. The claim was received on July 21, 2003.

Section 54.1-1120(A)(4) states the claimant shall be an individual whose contract with the regulant involved contracting for the claimant's residence.

The claimants entered into a written contract Belcher & Son Home Improvement for the construction of a Florida Room at the claimants' residence.

Section 54.1-1120(A)(5) prohibits recovery when the claimant is an employee of such judgment debtor, vendor of such judgment debtor, another licensee, the spouse or child of such judgment debtor nor the employee of such spouse or child, or any financial or lending institution nor anyone whose business involves the construction or development of real property.

On Question Number 6 of the Claim Form, the claimant was asked: Are you a vendor of the regulant (contractor)? Are you an employee, spouse or child of the regulant (contractor) or an employee of such spouse or child? Do you hold, or have you ever held, a Virginia Class A or Class B

State Contractor's license or registration? Do you operate as a financial or lending institution? Does your business involve the construction or development of real property? Claimants answered "No."

Section 54.1-1120(A)(6) states no directive from the fund shall be entered until the claimant has filed with the Directors Office a verified claim containing the following statements: (a) that the claimant has conducted debtor's interrogatories to determine whether the judgment debtor has any assets which may be sold or applied in satisfaction of the judgment; (b) a description of the assets disclosed by such interrogatories; (c) that all legally available actions have been taken for the sale, or application of the disclosed assets and the amount realized therefrom; and (d) the balance due the claimant after the sale or application of such assets.

Debtor's interrogatories were not conducted. The regulant failed to appear. No assets were revealed.

Section 54.1-1120(A)(7) states a claimant shall not be denied recovery from the Fund due to the fact the order for the judgment filed with the verified claim does not contain a specific finding of "improper and dishonest conduct." Any language in the order that supports the conclusion that the court found that the conduct of the regulant involved improper or dishonest conduct may be used by the Board to determine eligibility for recovery from the Fund.

The Judgment recites "Improper and Dishonest Conduct" as the basis of the award.

Section 54.1-1120(B) requires if the regulant has filed bankruptcy, the claimant shall file a claim with the proper bankruptcy court. If no distribution is made, the claimant may then file a claim with the Board.

On Question Number 5 of the Claim Form, the claimant was asked if, to their knowledge, the regulant had filed for bankruptcy? In response to this question, the claimant responded, "Yes." The claimants did not provide bankruptcy documentation.

Section 54.1-1123(C) excludes from the amount of any unpaid judgment any sums representing interest, or punitive or exemplary damages.

The Claim Form does not include interest or damages.

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Robert Haymaker, t/a Total Concrete

File Number: 2004-00466
License Number: 2705069232

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 21, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Robert Haymaker, t/a Total Concrete to the address of record. The Notice included the Report of Findings, which contained the facts regarding the regulatory and/or statutory issues in this matter. The certified mail was returned by the United States Postal Service and marked as "Authorized Forwarding Time As Expired."

On June 25, 2004, the Notice was mailed, via certified mail, to Robert Haymaker, t/a Total Concrete at P.O. Box 8670, Norfolk, Virginia 23503. The certified mail was returned by the United States Postal Service and marked as "Attempted, Not Known."

On July 20, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the Counts as outlined in the Report of Findings:

Count 1: Board Regulation (Effective January 1, 2003)

Robert Haymaker's failure to commence work is a violation of Board Regulation 18 VAC 50-22-260.B.14. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 2: Board Regulation (Effective January 1, 2003)

Robert Haymaker's retention of funds is a violation of Board Regulation 18 VAC 50-22-260.B.16. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 3: Board Regulation (Effective January 1, 2003)

Robert Haymaker's failure to respond to the investigator is a violation of Board Regulation 18 VAC 50-22-260.B.13. Therefore, I recommend that a monetary penalty of \$1000.00 be imposed.

By: _____
Anthony Orange
Presiding Board Member

Board for Contractors

Date: _____

MONETARY PENALTY TERMS

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF THE LICENSE, CERTIFICATE, OR REGISTRATION UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
COMPLIANCE & INVESTIGATIONS DIVISION
3600 WEST BROAD STREET
RICHMOND, VIRGINIA 23230-4917

REPORT OF FINDINGS

BOARD: Board for Contractors
DATE: May 27, 2004 (revised June 15, 2004)

FILE NUMBER: 2004-00466
RESPONDENT: Robert Haymaker, t/a Total Concrete
LICENSE NUMBER: 2705069232
EXPIRATION: 5/31/04

SUBMITTED BY: Investigator Wayne J. Ozmore, Jr.
APPROVED BY: Investigations Administrator Kevin Hoeft

COMMENTS:

No comments

Robert Haymaker ("Haymaker"), t/a Total Concrete, was at all times material to this matter a licensed Class C Contractor in Virginia (License No. 2705069232).

Based on the investigation of this matter, there is probable cause to believe the respondent has committed the following violations of the Board's regulations:

BACKGROUND:

On July 21, 2003, the Compliance & Investigations Division of the Department of Professional and Occupational Regulation received a complaint forwarded from the Virginia Department of Agriculture and Consumer Services, Office of Consumer Affairs, from Christopher McConnell ("McConnell") regarding Total Concrete. (Exh. C-1)

On May 11, 2003, McConnell entered into a written contract with Haymaker, in the amount of \$5,641.00, to construct a patio addition and install a sidewalk, concrete around the pool, and a shed slab at 1733 Head of River Road, Chesapeake, Virginia 23322. (Exh. C-2)

On May 11, 2003, McConnell paid Haymaker \$2,000.00 by check. (Exh. C-1)

In June 2003, Haymaker notified McConnell that he was no longer in business. (Exh. C-1 and I-2)

1. Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260. Filing of charges; prohibited acts.

B. The following are prohibited acts:

14. Abandonment (defined as the unjustified cessation of work under the contract for a period of 30 days or more).

FACTS:

In June 2003 and July 2003, McConnell made several attempts to contact Haymaker regarding commence of the work. (Exh. I-2)

Since Haymaker failed to commence work, McConnell hired another contractor to perform the work. (Exh. I-2)

2. Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260. Filing of charges; prohibited acts.

B. The following are prohibited acts:

16. The retention or misapplication of funds paid, for which work is either not performed or performed only in part.

FACTS:

In June 2003 and July 2003, McConnell made several attempts to contact Haymaker to request Haymaker return the funds received for the unfinished work. (Exh. I-2)

As of February 17, 2004, Haymaker failed to return the funds received for work not performed. (Exh. I-2)

3. Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260. Filing of charges; prohibited acts.

B. The following are prohibited acts:

13. Failing to respond to an investigator or providing false, misleading or incomplete information to an investigator seeking information in the investigation of a complaint filed with the board against the contractor.

FACTS:

On August 15, 2003, Investigator Wayne J. Ozmore, Jr., the Board's agent, made a written request to Haymaker at the address of record of 1396 Battleford Drive, Virginia Beach, Virginia 23463, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by September 3, 2003. (Exh. I-3)

On September 9, 2003, Investigator Paul Whitlow, the Board's agent, made a written request to Haymaker at 1820 Croyden Road, Norfolk, Virginia, 23503, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by September 19, 2003. (Exh. I-4)

On January 6, 2004, the Board's agent made a written request to Haymaker at 1820 Croyden Road, Norfolk, Virginia, 23503, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by January 21, 2004. (Exh. I-5)

On January 6, 2004, the Board's agent made a written request to Haymaker at the address of record of 1396 Battleford Drive, Virginia Beach, Virginia, 23463, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by January 21, 2004. (Exh. I-6) On January 11, 2004, the letter was returned by the United States Postal Service ("USPS") and the envelope was marked "Forward Time Exp., Return To Sender." (Exh. I-7)

On January 10, 2004, Ocean View Postmaster station certified mail was delivered to Haymaker at 1820 Croyden Road, Norfolk, Virginia 23503. (Exh. I-8)

As of May 25, 2004, Haymaker refused or failed to respond to the Board's agents.

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Marjorie E. Mathis (Claimant) and Always Contracting Co. Inc., t/a ACC Inc. Design & Build (Regulant)

File Number: 2003-02007
License Number: 2705020307

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 18, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Marjorie E. Mathis ("Claimant"), through her attorney Thaddeus Furlong, Esq., and Always Contracting Co. Inc., t/a ACC Inc. Design & Build ("Regulant"). The Notice included the Claim Review, which contained the facts regarding the recovery fund claim. The certified mail to the Claimant was returned by the United States Postal Service and marked as "Refused". The certified mail to the Regulant has not been signed and received, and has not been returned by the United States Postal Service.

On June 28, 2004, the Notice was sent, via certified mail, to the Claimant. The certified mail to the Claimant was signed and received.

On July 20, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Marjorie Mathis, Claimant; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Neither Always Contracting Co. Inc., t/a ACC Inc. Design & Build nor anyone on its behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the recovery fund claim:

During the IFF, Mathis stated that debtor interrogatories were conducted with respect to the regulant, contrary to information provided in the Claim Review.

Therefore, I recommend that the recovery fund claim be approved for payment in the amount of \$10,000.00.

By: _____
Anthony Orange
Presiding Board Member

Board for Contractors

Date: _____

CLAIM REVIEW

TO: Board for Contractors

FROM: Victoria S. Traylor
Legal Assistant

DATE: May 27, 2004

RE: In the matter of the Virginia Contractor Transaction Recovery Act Claim of
Marjorie E. Mathis (Claimant) and Always Contracting Co. Inc., t/a ACC Inc.
Design & Build
(Regulant)
File Number: 2003-02007
Companion File: 2004-01025

BACKGROUND

On June 11, 2002, in the United States Bankruptcy Court, for the Eastern District of Virginia, Alexandria, Division, Marjorie Mathis obtained a Judgment against Paul Immer and Always Contracting Co., Inc. t/a ACC Inc Design and Build in the amount of \$41,000.00, plus attorney fees and cost.

The claim in the amount of \$10,000.00 was received by the Department of Professional and Occupational Regulation on January 21, 2003.

CLAIM FILE INFORMATION

Section 54.1-1120(A) requires the claimant to obtain a final judgment in a court of competent jurisdiction in the Commonwealth of Virginia against any individual or entity which involves improper or dishonest conduct.

The Consent Order recites "the Court's finding that Defendant's actions constitute fraud and gross negligence" as the basis of the award. The Consent Order also recites "this is a debt nondischargeable in bankruptcy".

Note: This is the same Consent Order for file number 2004-1025.

Section 54.1-1120(A) also requires the transaction occurring during a period when such individual or entity was a regulant and in connection with a transaction involving contracting.

The claimant did contract with the regulant.

The Board issued Class A License Number 2705020307 to Always Contracting Co., Inc. t/a ACC Inc., Design & Build, on April 21, 1993. The license was permanently revoked August 10, 2001. The claimant entered into a written contract with ACC, Inc., Always Contracting Co., Inc., on June 24, 1999 for the construction of an addition on the claimant's residence (contract # 3658).

Section 54.1-1120(A)(1) provides whenever action is instituted against a regulant by any person, such person shall serve a copy of the process upon the Board.

The Contractors Board was not served prior to the claim being filed.

Section 54.1-1120(A)(2) states a copy of any pleading or document filed subsequent to the initial service process in the action against a regulant shall be provided to the Board.

The Board did not receive any pleadings or documents prior to the claim being filed.

Section 54.1-1120(A)(3) requires a verified claim to be filed no later than twelve months after the judgment becomes final.

A Judgment was entered on June 11, 2002. The claim was received on January 21, 2003.

Section 54.1-1120(A)(4) states the claimant shall be an individual whose contract with the regulant involved contracting for the claimant's residence.

The claimant entered into a written contract with ACC, Inc., Always Contracting Co., Inc., on June 24, 1999 for the construction of an addition on the claimant's residence.

Section 54.1-1120(A)(5) prohibits recovery when the claimant is an employee of such judgment debtor, vendor of such judgment debtor, another licensee, the spouse or child of such judgment debtor nor the employee of such spouse or child, or any financial or

lending institution nor anyone whose business involves the construction or development of real property.

On Question Number 6 of the Claim Form, the claimant was asked: Are you a vendor of the regulant (contractor)? Are you an employee, spouse or child of the regulant (contractor) or an employee of such spouse or child? Do you hold, or have you ever held, a Virginia Class A or Class B State Contractor's license or registration? Do you operate as a financial? or lending institution? Does your business involve the construction or development of real property? Claimant answered "No."

Section 54.1-1120(A)(6) states no directive from the fund shall be entered until the claimant has filed with the Directors Office a verified claim containing the following statements: (a) that the claimant has conducted debtor's interrogatories to determine whether the judgment debtor has any assets which may be sold or applied in satisfaction of the judgment; (b) a description of the assets disclosed by such interrogatories; (c) that all legally available actions have been taken for the sale, or application of the disclosed assets and the amount realized therefrom; and (d) the balance due the claimant after the sale or application of such assets.

Debtor's interrogatories were not conducted. The regulant filed for Chapter 7 bankruptcy protection in the United States Bankruptcy Court.

Section 54.1-1120(A)(7) states a claimant shall not be denied recovery from the Fund due to the fact the order for the judgment filed with the verified claim does not contain a specific finding of "improper and dishonest conduct." Any language in the order that supports the conclusion that the court found that the conduct of the regulant involved improper or dishonest conduct may be used by the Board to determine eligibility for recovery from the Fund.

The Consent Order recites "the Court's finding that Defendant's actions constitute fraud and gross negligence" as the basis of the award. The Consent Order also recites "this is a debt nondischargeable in bankruptcy".

Section 54.1-1120(B) requires if the regulant has filed bankruptcy, the claimant shall file a claim with the proper bankruptcy court. If no distribution is made, the claimant may then file a claim with the Board.

On Question Number 5 of the Claim Form, the claimant was asked if, to their knowledge, the regulant had filed for bankruptcy? In response to this question, the claimant responded, "Yes."

The claimant states of question 5 of the claim form "My claim of \$41,000.00, plus attorneys fees and costs, is a debt nondishargeable in bankruptcy due to improper and fraudulent conduct".

Section 54.1-1123(C) excludes from the amount of any unpaid judgment any sums representing interest, or punitive or exemplary damages.

The Claim Form does not include interest or damages.

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Americana Contractors LLC

File Number: 2004-02090
License Number: 2705070879

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 21, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Americana Contractors LLC to the address of record. The Notice was also mailed to Americana Contractors LLC at 14555 Woodside Drive, Woodbridge, Virginia 22192. The Notice included the Informal Fact-Finding Conference Memorandum, which contained the facts regarding the regulatory and/or statutory issues in this matter. The certified mail sent to the address of record was returned by the United States Postal Service, and marked as "Unclaimed." The certified mail sent to the additional address was returned by the United States Postal Service, and marked as "Not Deliverable as Addressed, Unable to Forward."

On July 20, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Susanne Hamilton; Complainant; Ziad Sibay, Witness; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Neither Americana Contractors LLC nor anyone on its behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the Counts as outlined in the IFF Memorandum:

During the IFF, Hamilton stated that Mike Allison and George Lewko are operating as Speciality Roofing; and are using the same physical address and telephone number as Americana Contractors LLC.

Count 1: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to include minimum provisions in the contract is a violation of Board Regulation 18 VAC 50-22-260.B.9. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 2: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's abandonment of the work under the contract is a violation of Board Regulation 18 VAC 50-22-260.B.14. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 3: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's retention of funds is a violation of Board Regulation 18 VAC 50-22-260.B.16. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 4: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to failure to obtain a new license within thirty (30) days of a change of business entity is a violation of Board Regulation 18 VAC 50-22-210. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

By: _____
Anthony Orange
Presiding Board Member

Board for Contractors

Date: _____

MONETARY PENALTY TERMS

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF THE LICENSE, CERTIFICATE, OR REGISTRATION UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
ENFORCEMENT DIVISION
3600 WEST BROAD STREET
RICHMOND, VIRGINIA 23230-4917

INFORMAL FACT-FINDING CONFERENCE MEMORANDUM

BOARD: Board for Contractors
DATE: March 9, 2004 (revised April 16, 2004)
RE: 2004-02090; Americana Contractors LLC

BACKGROUND:

On November 13, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Suzanne Hamilton ("Hamilton") regarding a contract entered into with Americana Contractors LLC ("Americana"). (Exh. C-1)

On April 15, 2003, Hamilton entered into a written contract with Americana, in the amount of \$253,000.00, to build an addition and basement at 607 Brockman Court, Great Falls, Virginia. (Exh. C-2)

1. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(9).

FACTS:

The contract used by Americana in the transaction failed to contain subsections: (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license specialty services, and (i) statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. (Exh. C-2)

2. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(14)

FACTS:

The contract specified "Work estimated to begin on April 23, 2003 and estimated to be completed on or before August 31, 2003 weather permitting." (Exh. C-2)

On June 9, 2003, Americana commenced work. C & V Floor Coverings, a subcontractor, removed the flooring, took apart the kitchen, and laid out hardwood in the dining room. C & V Floor Coverings stopped work shortly thereafter. (Exh. C-1)

Hamilton attempted to contact Americana regarding the unfinished work. In August 2003, Americana returned to the subject property to deliver materials. In September 2003, Americana returned to the subject property to remove the flooring installed in June 2003 by C & V Floor Coverings and install new flooring. (Exh. C-1)

The last day work was performed by Americana at the subject property was September 9, 2003. (Exh. C-1)

Hamilton made several attempts to contact Americana regarding the unfinished work. Each time, Americana promised Hamilton the work would be begin next week. (Exh. C-1)

3. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(16).

FACTS:

On April 15, 2003, Hamilton paid Americana \$47,000.00 and \$16,250.00 by two checks. (Exh. C-3)

On September 16, 2003, Michael O'Reilly, attorney representing Hamilton, sent Americana a demand letter requesting Americana return \$55,000.00 of the \$63,250.00 deposit and Hamilton would release Americana from the contract. (Exh. C-4)

On October 7, 2003, Hamilton received a counter-offer, via facsimile, from Michael Allison of Americana. Americana agreed to refund Hamilton at least \$20,000.00, but no more than \$45,000.00, contingent on suits against C & V Floor Coverings and George Lewko. (Exh. C-5)

On October 16, 2003, Hamilton sent Americana a letter advising Americana that Hamilton would not accept a refund less than \$55,000.00. (Exh. C-6)

On February 2, 2004, in the United States Bankruptcy Court, Eastern District of Virginia, Americana filed for Chapter 7 bankruptcy. In Schedule F, Americana listed Suzane Harris,

607 Brockman Ct., Great Falls, VA 22066, as a creditor for the amount of \$65,000.00. (Exh I-1)

4. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-210.

FACTS:

On November 20, 2003, a review of the licensing records of the Board for Contractors revealed Americana was issued Class A Contractor's license number 2705070879 on October 4, 2002, as a limited liability company. (Exh. I-3)

On April 16, 2004, a review of the State Corporation Commission ("SCC") records revealed Americana was cancelled on December 31, 2003. (Exh. I-2)

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Americana Contractors LLC

File Number: 2004-03234
License Number: 2705070879

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 21, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Americana Contractors LLC to the address of record. The Notice was also mailed to Americana Contractors LLC at 14555 Woodside Drive, Woodbridge, Virginia 22192. The Notice included the Informal Fact-Finding Conference Memorandum, which contained the facts regarding the regulatory and/or statutory issues in this matter. The certified mail sent to the address of record was returned by the United States Postal Service, and marked as "Unclaimed." The certified mail sent to the additional address was returned by the United States Postal Service, and marked as "Not Deliverable as Addressed, Unable to Forward."

On July 20, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Karen White, Complainant; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Neither Americana Contractors LLC nor anyone on its behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the Counts as outlined in the IFF Memorandum:

During the IFF, White stated that Mike Allison and George Lewko are operating as Speciality Roofing; and are using the same physical address and telephone number as Americana Contractors LLC.

White also stated that she and several of her friends finished the work that Americana Contractors failed to complete.

Count 1: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to include minimum provisions in the contract is a violation of Board Regulation 18 VAC 50-22-260.B.9. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 2: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to use written change orders is a violation of Board Regulation 18 VAC 50-22-260.B.31. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 3: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to comply with the terms of the contract is a violation of Board Regulation 18 VAC 50-22-260.B.15. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 4: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to respond to the investigator is a violation of Board Regulation 18 VAC 50-22-260.B.13. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

By: _____
Anthony Orange
Presiding Board Member

Board for Contractors

Date: _____

MONETARY PENALTY TERMS

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF THE LICENSE, CERTIFICATE, OR REGISTRATION UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
ENFORCEMENT DIVISION
3600 WEST BROAD STREET
RICHMOND, VIRGINIA 23230-4917

INFORMAL FACT-FINDING CONFERENCE MEMORANDUM

BOARD: Board for Contractors
DATE: March 11, 2004 (revised April 20, 2004)
RE: 2004-003234; Americana Contractors LLC

BACKGROUND:

On February 9, 2004, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Karen White ("White") regarding a contract entered into with Americana Contractors LLC ("Americana"). (Exh. C-1)

On March 8, 2003, White entered into a written contract with Americana, in the amount of \$42,800.00, to remove a deck, concrete slab, and wall and to build an addition at 13711 Van Doren Road, Manassas, Virginia. (Exh. C-2)

On March 8, 2003, White paid Americana \$14,500.00 as a deposit. (Exh. C-3 and C-6)

On the week of April 28, 2003, Americana commenced work by tearing down the deck at the subject property. (Exh. C-3) On July 2, 2003, White paid Americana \$15,000.00 by check. (Exh C-3 and C-6)

Between April 28, 2003 and January 2004, Americana periodically performed work at the subject property. (Exh. C-1, C-3, and C-7) On January 6, 2004, a final inspection of the subject property was performed. (Exh. C-1)

On January 15, 2004, White paid Americana \$9,108.54 by check as final payment. (Exh C-3 and C-6)

1. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(9).

FACTS:

The contract used by Americana in the transaction failed to contain subsections: (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license specialty services, and (i) statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. (Exh. C-2)

2. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(31)

FACTS:

The contract specified "Work estimated to begin on March 10, 2003 and estimated to be completed on or before 5-10-03, weather permitting." (Exh. C-2)

Americana failed to use a written change order for a modification to the estimated completion date.

3. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(15)

FACTS:

On August 5, 2003, White sent Americana a letter regarding the progress of the work and requested Americana provide a schedule for completion of the work. (Exh. C-3)

On January 15, 2004, White and Americana negotiated a final payment. The final payment of \$13,300.00 was reduced to \$9,108.54 for expenses incurred by White to repair or complete the project. (Exh. C-6 and C-7)

Americana failed to comply with the terms of the contract.

4. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(13).

FACTS:

On February 23, 2004, Investigator Morgan T. Moore, the Board's agent, sent a written request to Americana at P.O. Box 10257, Alexandria, Virginia 22310-0257, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's agent requested a response be received by March 15, 2004. (Exh. I-2) As of April 19, 2004, Americana refused or failed to respond to the Board's agent.

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Americana Contractors LLC

File Number: 2004-02524
License Number: 2705070879

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On June 21, 2004, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Americana Contractors LLC to the address of record. The Notice was also mailed to Americana Contractors LLC at 14555 Woodside Drive, Woodbridge, Virginia 22192. The Notice included the Informal Fact-Finding Conference Memorandum, which contained the facts regarding the regulatory and/or statutory issues in this matter. The certified mail sent to the address of record was returned by the United States Postal Service, and marked as "Unclaimed." The certified mail sent to the additional address was returned by the United States Postal Service, and marked as "Not Deliverable as Addressed, Unable to Forward."

On July 20, 2004, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Georgana Sutphin, Complainant; Richard Sutphin, Witness; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Neither Americana Contractors LLC nor anyone on its behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the Counts as outlined in the IFF Memorandum:

Count 1: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to include minimum provisions in the contract is a violation of Board Regulation 18 VAC 50-22-260.B.9. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 2: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's abandonment of work under the contract is a violation of Board Regulation 18 VAC 50-22-260.B.14. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 3: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's retention of funds is a violation of Board Regulation 18 VAC 50-22-260.B.16. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

Count 4: Board Regulation (Effective January 1, 2003)

Americana Contractors LLC's failure to respond to the investigator is a violation of Board Regulation 18 VAC 50-22-260.B.13. Therefore, I recommend that a monetary penalty of \$2500.00 and license revocation be imposed.

By: _____

Anthony Orange
Presiding Board Member

Board for Contractors

Date: _____

MONETARY PENALTY TERMS

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF THE LICENSE, CERTIFICATE, OR REGISTRATION UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
ENFORCEMENT DIVISION
3600 WEST BROAD STREET
RICHMOND, VIRGINIA 23230-4917

INFORMAL FACT-FINDING CONFERENCE MEMORANDUM

BOARD: Board for Contractors
DATE: May 3, 2004 (revised June 17, 2004)
RE: 2004-02524; Americana Contractors, LLC

BACKGROUND:

On December 17, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Georgana Sutphin ("Sutphin") regarding a contract entered into with Americana Contractors, LLC ("Americana Contractors"). (Exh. C-1)

On May 28, 2003, Sutphin entered into a written contract with Americana Contractors, in the amount of \$7,965.00, to construct a porch and roof at 12875 Edwin Drive, Nokesville, Virginia 20181. (Exh. C-2)

1. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(9).

FACTS:

The contract used by Americana Contractors in the transaction failed to contain subsections: (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license specialty services, and (i) statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. (Exh. C-2)

2. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(14)

FACTS:

The contract specified "Work estimated to begin 6-30-03, estimated to be completed 7-10-03." (Exh. C-2)

Sutphin called Americana Contractors after failing to show up to perform work. Americana Contractors made several promises to start work on August 8, 2003, August 20, 2003, and September 20, 2003. As of November 19, 2003, Americana Contractors failed to commence work. Sutphin made several attempts, via telephone and letters, to contact Americana Contractors, but did not receive a response. (Exh. C-1)

3. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(16).

FACTS:

On May 28, 2003, Sutphin paid Americana Contractors \$3,500.00 by check. (Exh. C-3)

In a written response received December 29, 2003, Michael Allison ("Allison") stated Sutphin refused an offer to settle. Allison stated he filed bankruptcy and Americana Contractors was out of business. Allison further stated "The offer still stands to make payments to return the funds minus work which was done." (Exh. I-1)

4. Violation of Code of Virginia or Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260(B)(13).

FACTS:

On January 16, 2004, Investigator Morgan T. Moore, the Board's agent, made a written request to Americana Contractors at the address of record of P O Box 10257, Alexandria, Virginia 22310, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by February 2, 2004. (Exh. I-2)

As of May 3, 2004, Americana Contractors refused or failed to respond to the Board's agent.

**STATE AND LOCAL GOVERNMENT
CONFLICT OF INTEREST ACT**

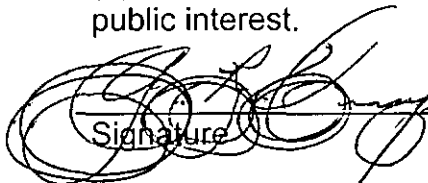
**TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government**

1. Name: ANTHONY R. ORANGE
2. Title: Presiding Officer/Board Member
3. Agency: DPOR
4. Transaction: Informal Fact-Finding Conferences on _____
5. Nature of Personal Interest Affected by Transaction: _____
N/A
6. I declare that:

(a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:

I.B.E.W. LOCAL UNION 666

(b) I am able to participate in this transaction fairly, objectively, and in the public interest.

 Signature

7-20-04 Date